

Appl. No. 09/532,576
Atty. Docket No. 7995
Amdt. Dated March , 2004
Reply to Office Action of December 19, 2003
Customer No. 27752

Claim 15 has been cancelled without prejudice. Claims 1, 14, 21, and 29 have been amended. Claims 1, 21, and 29 have been amended to correct informalities. Claim 14 has been amended to require that the air venting channels further comprise at least one aperture disposed within a plurality of said protrusions. Claim 15 has been cancelled without prejudice. Support for the current Amendment to Claim 14 is found on page 16, lines 30-34 of the Specification, as originally filed. No new matter has been presented in amended Claims 1, 14, 21, and 29. Claims 1-4, 6-14, 16-18, 20-40, and 42-57 remain in this Application and are presented for the Examiner's reconsideration in light of the above Amendments and the following new comments.

Examiner's Comment

In the instant Application, the Examiner has stated that for the purposes of examination, the terms "porous," "permeable," "perforated," "discontinuous," or "apertured" are considered synonymous. Applicants respectfully direct the Examiner's attention to page 15, line 27 of the Specification, as originally filed. Applicants state the following: "The term "porous" is used herein to refer to the ability of a material to admit fluids, preferably gas, to pass through its pores or interstices. The term "permeable" is used herein to refer to the ability of material to admit fluids, preferably gas, to pass through its pores or interstices whether intentionally induced or naturally occurring within the material. The term "perforated" is used herein to refer to a plurality of holes punched in a material. The term "discontinuous" is used herein to refer to the intentional use or application of a material that is not a continuous layer of material such that the material does not form a barrier layer to the gas escaping voided space 25 of protrusions 26 when protrusions 26 are collapsed. The term "apertured" is used herein to refer to any hole, slit or opening of any size or shape intentionally formed within such materials." Applicants respectfully submit that one of skill in the art would understand that the terms "porous," "permeable," "perforated," "discontinuous," or "apertured" are not synonymous.

Claim Objections

The Examiner has objected to Claim 29 for Applicants' use of the limitation "about 0.0007 inches." Applicants, by Amendment, have amended this limitation to be "about 0.0007 square inches." Applicants respectfully request withdrawal of the Examiner's objection to Claim 29.

Rejections Under 35 USC §112, ¶2

Claims 14 and 15 have been rejected under 35 U.S.C. §112, ¶2. Claim 14 has been amended to require that the air venting channel further comprise at least one aperture disposed within a

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plurality of said protrusions. Claim 15 has been cancelled without prejudice. In light of the above Amendments, Applicants respectfully request reconsideration and withdrawal of the Examiner's 35 U.S.C. §112, ¶2 rejection to Applicants' Claims 14 and 15.

Rejections Under 35 USC §103

Claims 1-4, 5-11, 13, 16, 18, 20, 40, 42-49, 51-53, 56, and 57 have been rejected under 35 U.S.C. §103(a) over *Hamilton, et al.*, U.S. Patent No. 5,662,758 in view of *Hamilton, et al.*, U.S. Patent No. 5,968,633. Arguments made previously with respect to both *Hamilton* references remain in effect and will not be repeated for the sake of brevity. Applicants respectfully traverse this rejection and request the Examiner to consider the following additional matters that distinguish Applicants' claimed invention, as now presented, over *Hamilton* in view of *Hamilton*.

1. Applicants' Claim 1 requires that the adherent sheet material comprise, *inter alia*, a permeable substrate layer bonded to said **back face** of said film.

2. Applicants concur that *Hamilton* ('758) fails to disclose a permeable substrate bonded to the back face of the film.

3. Applicants are at a loss to understand how "it would have been obvious to one of ordinary skill in the art at the time of the invention to "add adhesive and a protective porous fabric material as taught by *Hamilton* '633 to the back side of the film of *Hamilton* '758 in order to have the adhesive article of *Hamilton* '758 be adhesive on both sides and have a protective sheet over the adhesive before use. One of ordinary skill in the art would have been motivated to put adhesive on the back side of *Hamilton* '758 so that the film would be adherent on both sides [*sic*]. Furthermore, one would be motivated to put the porous fabric on the back side in order to protect the adhesive before use."

4. Referring to Fig. 10 in the specification at Col. 13, ll. 15-42 of the '633 patent, substance 152 is dispensed from a well formed by sheet material 155 through one or more layers of a porous material 165 which overlies the protected substance 152 from the side opposite to that protected by the sheet material. (Col. 13, ll. 17-22) The inclusion of such a porous material provides additional protection for the substance prior to activation of the sheet material and may provide additional distributive benefits to more evenly disperse the substance onto the target surface particularly when translational motion of the sheet material is also employed. (Col. 13, ll. 33-38) For example, one application envisioned for such a structure would be a cleansing cloth which provides its own source of cleansing agent. (Col. 13, ll. 40-42)

5. Thus, it can be seen from the '633 patent that it was not envisioned to bond a permeable substrate to the back face of a film material, as claimed in Applicants' Claims 1 and 40. The permeable substrate of the '633 reference is provided to present a cleaning surface.

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6. In fact, both *Hamilton* references are silent with respect to providing a substrate layer bonded to the back face of the film material. This includes substrates that are permeable when bonded to the back layer of the film material, as claimed by Applicants' Claim 1. The failure of the *Hamilton* references to suggest or even disclose Applicants' adherent sheet material comprising, *inter alia*, a substrate layer bonded to the back face of the film material cannot render Applicants' claims obvious over the cited prior art.

Because of these considerations, both *Hamilton* references do not suggest Applicants' claimed adherent sheet material. The *Hamilton* references, alone or in combination, fail to disclose, teach, suggest, or render obvious every recited feature of Applicants' independent Claims 1 and 40. Applicants therefore request reconsideration and withdrawal of the Examiner's 35 U.S.C. §103(a) rejection to Applicants' Claims 1 and 40.

Claim 21 has been rejected under 35 U.S.C. §103(a) over *Hamilton, et al.*, U.S. Patent No. 5,871,607, in view of *Sorensen, et al.*, U.S. Patent No. 4,889,234. Applicants respectfully traverse this rejection and request reconsideration in light of the following comments:

1. Applicants claim an adherent sheet material comprising at least one adhesive and a permeable film. Applicants concur with the Examiner that the *Hamilton* '607 reference fails to disclose that the adhesive non-raised portion of the claimed sheet material has a peel force of at least about 0.3 lbs. per linear inch.

2. The *Sorensen* patent details that the tape is produced by coating an adhesive thereon. (See Col. 4, ll. 48-50) This requires the use of a tear strip 26 that is ripped off and provides protection of the adhesively coated area of the tape. (See Col. 4, ll. 54-66)

3. Further, the *Sorensen* reference discloses labels having a generally heavy pattern of adhesive 74 extending over most of its area but a relatively light pattern at specified locations within the tape. (See Col. 7, l. 38; Figs. 8-10)

4. Thus, the *Sorensen* reference provides a patterned pressure sensitive adhesive disposed upon a film substrate. This is not a three-dimensional substrate as claimed in Applicants' independent Claim 21 comprising at least one adhesive, non-raised region protected from inadvertent adherence to a contact surface. Applicants' protection from inadvertent adherence is provided by a permeable film having, *inter alia*, a plurality of collapsible, non-adhesive protrusions extending outwardly from the front face in the adhesive non-raised region disposed between the protrusions.

5. In short, Applicants do not need, or even claim, to have a tear strip disposed upon the adhesive covered regions of the claimed adherent sheet material.

Because of these considerations, the combination of the *Hamilton* and *Sorensen* references do not suggest Applicants' claimed adherent sheet material. It is clear that the *Hamilton* and *Sorensen*

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references, alone or in combination, fail to disclose, teach, suggest, or render obvious every recited feature of Applicants' independent Claim 21. Applicants therefore request reconsideration and withdrawal of the Examiner's 35 U.S.C. §103(a) rejection to Claim 21 accordingly.

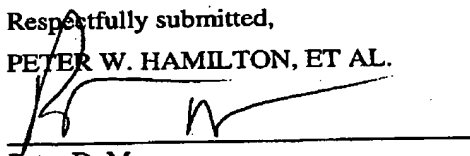
Claims 2-4, 6-14, 16-18, 20, 22-39, and 42-57 all depend directly or indirectly from Applicants' independent Claims 1, 21, or 40, they contain all of their respective limitations. For this reason, Applicants submit that the arguments made above concerning the allowability of Claims 1, 21, and 40 are equally applicable to the rejection of Claims 2-4, 6-14, 16-18, 20, 22-39, and 42-57 under 35 U.S.C. §103(a). Applicants therefore request reconsideration and withdrawal of the Examiner's 35 U.S.C. §103(a) rejection to dependent Claims 2-4, 6-14, 16-18, 20, 22-39, and 42-57 accordingly.

Conclusion

Based on the foregoing, it is respectfully submitted that each of Applicants' remaining claims is in condition for allowance and favorable reconsideration is requested.

This response is timely filed pursuant to the provisions of 37 C.F.R. §1.8 and M.P.E.P. §512, and no fee is believed due. However, if any additional charges are due, the Examiner is hereby authorized to deduct such charge from Deposit Account No. 16-2480 in the name of The Procter & Gamble Company.

Respectfully submitted,
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